

# Agenda Item Form

Agenda Date: 08/17/04

Districts Affected: All

Dept. Head/Contact Information: Municipal Clerk, Richarda Duffy Momsen, (915) 541-4127

## Type of Agenda Item:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Resolution                           | <input type="checkbox"/> Staffing Table Changes              | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements           | <input type="checkbox"/> Tax Refunds                         | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement     | <input type="checkbox"/> Budget Transfer                     | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use         | <input type="checkbox"/> Bldg. Permits/Inspection            | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                | <input checked="" type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other <u>Independent Contractors</u> |  |  |

## Funding Source:

- ☒ General Fund  
☐ Grant (duration of funds: \_\_\_\_\_ Months)  
☐ Other Source: \_\_\_\_\_

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority:   ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

The El Paso Municipal Court is a court of record, and the court reporters are a vital part of the courts.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Budgeted for FY05

## Statutory or Citizen Concerns:

None anticipated

## Departmental Concerns:

None anticipated

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **JANIE D. RUIZ** for Court Reporting services in the Municipal Court, at the rate of \$60.00 for each jury and non-jury court session for first 1½ hours, plus \$30.00 per hour for court reporting time which exceeds 1½ hours. The term of the contract shall be for the period of September 1, 2004 through August 31, 2005.

**ADOPTED** this 17th day of August, 2004.

THE CITY OF EL PASO

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Joe Wardy  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

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Guadalupe Cuellar  
Deputy City Attorney

**STATE OF TEXAS**

**COUNTY OF EL PASO**

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§  
§

**INDEPENDENT CONTRACTOR CONTRACT**

This contract for Court Reporting Services in the Municipal Court is entered into this 17<sup>th</sup> day of August 2004, by and between the **CITY OF EL PASO, TEXAS** (City) and **JANIE D. RUIZ** (Court Reporter), and the parties hereto mutually agree as follows:

**TERMS AND CONDITIONS**

1. Court reporting services are to be provided in Municipal Courts at the time assigned by a Court Reporter Schedule which will be issued by the Municipal Court Clerk on a monthly basis. Court Reporter will be assigned to Court Nos. 2 and 4 at 7:00 a.m., 7:45 a.m., 12:00 p.m., and 1:00 p.m.; but assignments to provide court reporting services at times other than provided in the monthly schedule will be made from time to time, as needed. Compensation for those services will be as stated in Section 2.

2. Rate of compensation shall be \$60.00 for each jury and non-jury court session which does not exceed one and one-half (1½) hours. Service at a jury or non-jury court session which exceeds one and one-half (1½) hours shall be compensated at a rate of \$60.00 for the first one and one-half (1½) hours plus \$30.00 per hour for that period of court reporting time which exceeds one and one-half (1½) hours.

3. Payment for the cost of providing a typed transcription of a case record for a Statement of Facts requested by the Defendant is to be made by the Defendant under the terms of contract between the Court Reporter and the Defendant.

4 The Court Reporter shall be compensated for services performed in the previously ended calendar month upon submittal of an invoice to the City Comptroller, P.O. Box 1919, El Paso, Texas 79550. A copy of this monthly invoice is to be submitted to the Municipal Clerk for verification purposes.

5. In the event the Court Reporter is unable to attend a scheduled assignment, the Court Reporter may designate a replacement to provide the court reporting services. It is the Court Reporter's responsibility to ensure that only Court Reporters certified by the State of Texas to perform such services are designated as replacement. Payment in all cases will be made by the City of El Paso to the undersigned Court Reporter.

6. Unless previously terminated, this contract shall be in effect from September 1, 2004 through August 31, 2005 inclusive.

7. This contract may be terminated prior to expiration date by either party upon the submittal ten (10) working days advance written notice.

8. Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

9. For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be El Paso County, Texas.

10. This contract constitutes and expresses the entire contract between the parties hereto in reference to the temporary services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or hereinbefore

discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

11. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested to the City at the following address:

CITY:                   Municipal Court  
                          Attn: Municipal Clerk  
                          810 East Overland  
                          El Paso, Texas 79901-2560

CONTRACTOR:   Janie D. Ruiz

WITNESS the following signatures and seals:

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

COURT REPORTER

\_\_\_\_\_  
Janie D. Ruiz  
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Richarda Duffy Momsen  
Municipal Clerk

APPROVED CIVIL SERVICE COMMISSION:  
Date: August 12, 2004

By: \_\_\_\_\_  
Secretary

*Janie D. Ruiz, CSR*

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**SUMMARY OF  
QUALIFICATIONS**

Licensed and Certified by the State of Texas since 1971  
Certificate # 1145

- Report court proceedings using machine shorthand and computer assisted transcription.
- Versed in Medical and Legal terminology.
- General courtroom procedures

**WORK EXPERIENCE**

1982 - 2003                      Municipal Courts of El Paso    El Paso, Texas  
**Official Court Reporter**

1999 - 2002                      County Court at Law # 6    El Paso, Texas  
**Official Court Reporter**  
Judge Sue M. Kurita

1995 - 1999                      County Court at Law # 1    El Paso, Texas  
**Official Court Reporter**  
Judge Ricardo Herrera

1980 - 1995                      County Court at Law # 3    El Paso, Texas  
**Official Court Reporter**  
Judge Jack N. Ferguson

1972 - 1980                      County Court at Law # 1    El Paso, Texas  
**Official Court Reporter**  
Judge Robert Galvan

**EDUCATION**

1971                      Southwest Court Reporting School    Plainview, TX  
**Certified Court Reporter**

**CONTINUING EDUCATION SEMINARS**

1988 - TCRA	Austin, Texas
1990 - NCRA	San Diego, California
1992 - NCRA	Orlando, Florida
1995 - NCRA	New York, New York
1998 - TCRA	El Paso, Texas
2000 - NCRA	Albuquerque, New Mexico

**PROFESSIONAL  
MEMBERSHIPS**

Active member of the El Paso County Court Reporter Association.  
State of Texas Notary